



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"Enriching Lives"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 5, 2004

IN REPLY PLEASE

REFER TO FILE: PD-4

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**GREAT TOAD GATE  
COOPERATIVE AGREEMENT WITH THE RIVER PROJECT  
SUPERVISORIAL DISTRICT 3  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

- 1 Find that the Great Toad Gate project is exempt from the California Environmental Quality Act.
- 2 Approve and instruct the Chairman of the Board to sign the Cooperative Agreement between The River Project, a California non-profit 501(c)(3) organization, and the Los Angeles County Flood Control District which establishes The River Project's responsibility to design, fabricate, install, warranty, and maintain the Great Toad Gate in the Flood Control District right of way in Studio City, for a fixed fee of \$24,900. The agreement also provides for the Los Angeles County Flood Control District to finance this cost.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The River Project, a California non-profit 501(c)(3) organization, organized a design and education project, Los Angeles River Community Design – Studio City, funded by the State Coastal Conservancy under Proposition 204. As part of this project, a student at Carpenter Avenue Elementary School created the schematic design of the Great Toad

Gate. This Gate would serve as the grand entryway to the proposed landscaped area along the Los Angeles River. Your Board's approval of the Cooperative Agreement is necessary to establish the responsibilities of The River Project and the Flood Control District in carrying out this project within Flood Control District right of way.

### **Implementation of Strategic Plan Goals**

This project is consistent with the County's Strategic Plan Goal of Service Excellence because it embodies the County's support of outreach programs that give Studio City students and community a sense of ownership of the Los Angeles River by providing an attractive grand entryway to the newly landscaped right of way along the river.

### **FISCAL IMPACT**

There will be no impact to the County's General Fund. Financing for this agreement is available from the Flood Control District Budget.

### **FINANCING**

Financing for this agreement in the amount of \$24,900 is available in the Flood Control District Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Cooperative Agreement has been approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current County services.

### **NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS**

This project qualifies for a Categorical Exemption pursuant to Section 15303 Class 3 (e) of the California Environmental Quality Act guidelines and Class 3 (b), of the County's Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

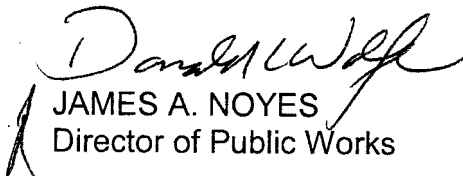
Upon approval of the exemption by your Board, a \$25 handling fee will be paid to the County Clerk for filing a Notice of Exemption for this project in accordance with the requirements of Section 21152(a) of the California Public Resources Code.

The Honorable Board of Supervisors  
February 5, 2004  
Page 3

### **CONCLUSION**

Enclosed are three originals of the Cooperative Agreement which have been executed by The River Project. Please return two fully executed originals of the Cooperative Agreement along with one approved copy of this letter to Public Works for further processing.

Respectfully submitted,



JAMES A. NOYES  
Director of Public Works

EE:la

C041142

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cc: Chief Administrative Office  
County Counsel

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into by and between THE RIVER PROJECT, a California non-profit 501(c)(3) organization, hereinafter referred to as "TRP," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

### WITNESSETH

WHEREAS, TRP and DISTRICT desire to work together to create an artistic river-themed gate called the Great Toad Gate, hereinafter referred to as "GATE," to be installed in DISTRICT'S right of way near the corner of Laurel Canyon Boulevard and Valleyheart Drive in the Studio City area of the City of Los Angeles; and

WHEREAS, TRP is willing to secure the intellectual property rights, design, fabricate, install, warranty, and maintain the GATE; and

WHEREAS, the original concept for GATE was drawn by a student at Carpenter Avenue Elementary School as part of TRP'S "Los Angeles River Community Design - Studio City," a design and education project funded by the State Coastal Conservancy under Proposition 204; and

WHEREAS, DISTRICT is willing to contribute a fixed sum of Twenty-four Thousand Nine Hundred and 00/100 Dollars (\$24,900.00) for the intellectual property rights, design, fabrication, installation, warranty, and maintenance of GATE, hereinafter referred to as DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by TRP and DISTRICT and of the premises herein contained, it is hereby agreed as follows:

1. TRP AGREES:

a To convey to DISTRICT all intellectual property rights associated with GATE and that the design of GATE, attached hereto as Attachment A, is a work-for-hire owned by DISTRICT.

b To fabricate and install GATE in accordance with the specifications in Attachment B.

To maintain GATE in working condition for eight (8) years beginning from DISTRICT'S acceptance of GATE.

d To obtain DISTRICT'S approval of final plans and specifications for GATE prior to installation of GATE.

- e. To invoice DISTRICT for the fixed sum of Twenty-four Thousand Nine Hundred and 00/100 Dollars (\$24,900.00) for the intellectual property rights, design, fabrication, installation, warranty, and maintenance of GATE, in accordance with the progress payment schedule set forth in Attachment B.
- f To finance the remaining costs of GATE in excess of DISTRICT CONTRIBUTION
- g To make changes to the final plans and specifications for GATE necessitated by unforeseen or unforeseeable field conditions encountered during installation, at no cost to DISTRICT, and to obtain DISTRICT'S prior approval of said changes.
- h To have its contractors, who are working on the fabrication, installation, or maintenance of GATE, furnish a policy or certificate of liability insurance in which DISTRICT is the name insured or is named as an additional insured with the contractor with limits of liability no less than One Million Dollars (\$1,000,000) per occurrence.

To cooperate and coordinate with DISTRICT staff and its contractors when installing GATE.

To indemnify, defend, and save harmless DISTRICT and the County of Los Angeles, their agents, officers, employees, and subcontractors of any tier from and against any and all liability and expense arising from any act or omission of TRP, its officers, employees, agents, or subconsultants of any tier in the performance of this AGREEMENT including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

- k. To use best efforts to acknowledge DISTRICT as the owner of the artwork in any public showing under TRP'S control of reproductions of GATE that may result from this AGREEMENT.

To acquire a no-fee permit from the DISTRICT prior to installation of GATE

## 2 DISTRICT AGREES:

- a. To review and approve the final plans and specifications for GATE, at no cost to TRP.
- b To pay a fixed sum of Twenty-four Thousand Nine Hundred and 00/100 Dollars (\$24,900.00) for the intellectual property rights, design, fabrication, installation, warranty, and maintenance of GATE, upon invoice from TRP, and in accordance with the progress payment schedule in Attachment B.

- c To accept ownership of GATE upon final inspection and acceptance by DISTRICT that GATE has been constructed to DISTRICT'S satisfaction in accordance with the plans and specifications approved by DISTRICT.

3 IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS

- a This AGREEMENT may be modified only by the mutual written consent of both parties in the manner originally executed.
- b Each party shall have no financial obligation to the other party under this AGREEMENT except as herein expressly provided.
- c If GATE is relocated within eight (8) years of acceptance by DISTRICT, DISTRICT will consult with TRP with regards to proper installation and location of GATE. After eight (8) years, DISTRICT will have the right to move GATE at DISTRICT'S sole discretion and expense to another location within DISTRICT'S right of way adjacent to the Los Angeles River, bounded by Laurel Canyon Boulevard, Radford Avenue, and Valleyheart Drive.
- d Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

TRP:

Ms. Melanie Winter  
The River Project  
11950 Ventura Boulevard, #9  
Studio City, CA 91604

DISTRICT

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by THE RIVER PROJECT on \_\_\_\_\_, 2004, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on \_\_\_\_\_, 2004.

Los Angeles County Flood Control District  
a body corporate and politic

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

THE RIVER PROJECT

By  \_\_\_\_\_  
Chief Executive Officer

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

SS.

On 2/6/04

Date

before me, Moty Xavier Bouzaglou, Notary Public

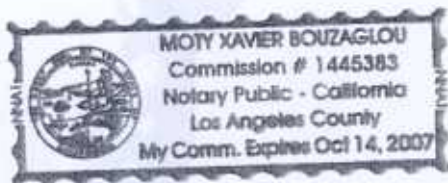
Name and Title of Officer (e.g., John Doe, Notary Public)

personally appeared Melanie Winter

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Moty Xavier Bouzaglou

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

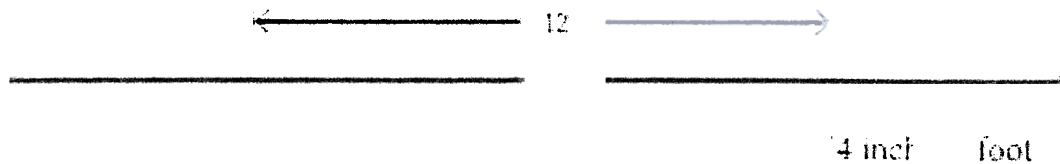
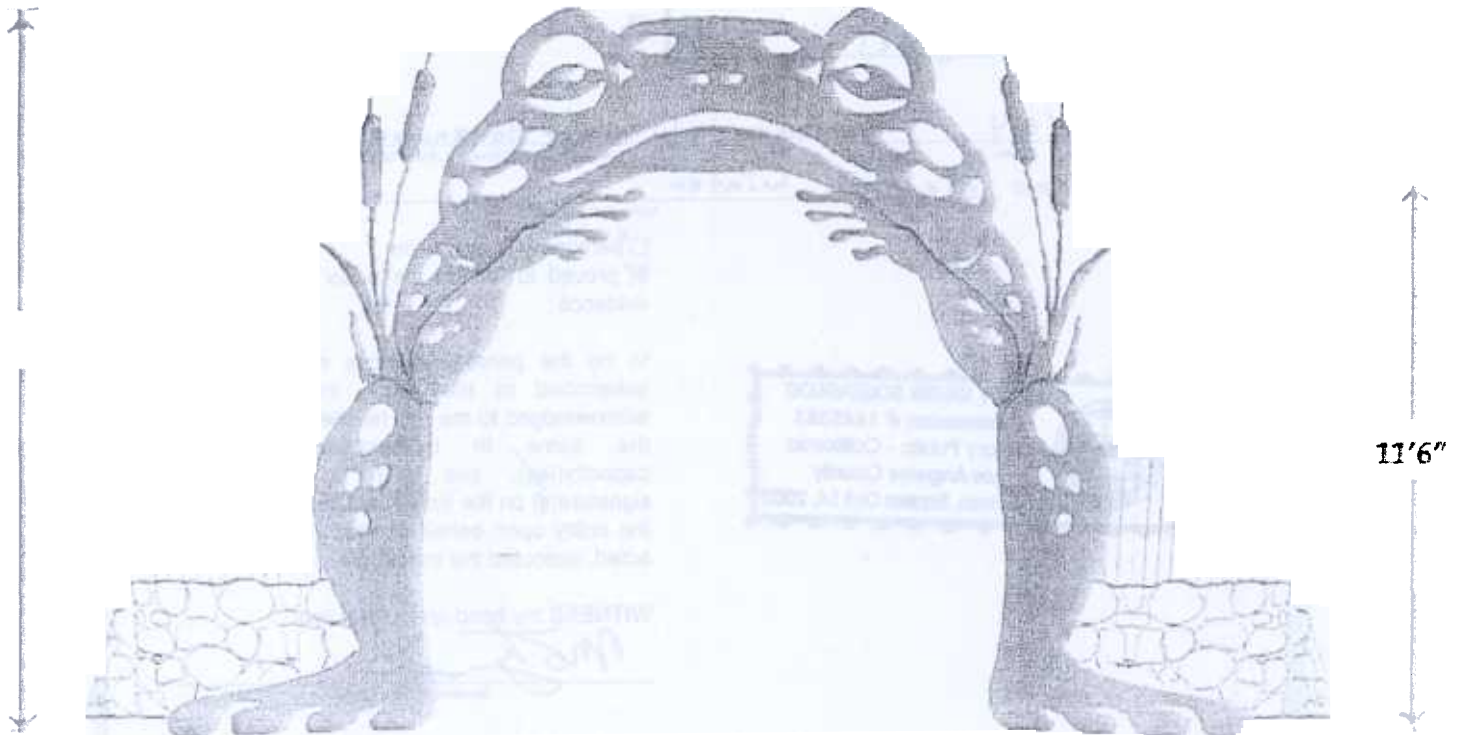
RIGHT THUMBPRINT  
OF SIGNER

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# ATTACHMENT A

## GREAT TOAD GATE



GATE CLOSED

Toad Arch color:  
 one coat primer  
 one powder coat - gray green

Cat tails color:  
 one coat read oxide prime

Gate color:  
 lighter gray green

Fence color:  
 lighter gray green

## ATTACHMENT B

### **SCOPE OF WORK**

The River Project (TRP) will provide all necessary labor, materials, and equipment to perform the design, fabrication, installation, warranty, and maintenance of the Great Toad Gate. This work shall include, but not be limited to, the following:

- 1 GATE design shall be based on the artwork shown in Attachment A and include design of GATE foundation and footings.
- 2 GATE, including the archway, shall be of maximum dimensions 23-feet-wide by 15-feet-high.
- 3 Hinges shall be custom-made, heavy-duty steel pivot hinges of sufficient spaces and strength to support GATE and to allow a clearance from the ground surface throughout the radius of GATE'S swing.
- 4 GATE shall have a red-oxide prime with custom powder coat finish. The archway shall be of dark green/gray color, the gate shall be of light green/gray color, and the cattails shall be red-oxide color.
- 5 GATE shall have a basic steel drop latch mechanism to lock them in an open position.
- 6 The body of the toad shall be of 3/8-inch steel plate. GATE'S panels shall be of 1-1/2 inch and 1-inch steel tube with 1/8-inch wall thickness. The arch frame shall be of 3 inch by 1/8-inch wall steel tube. The frame shall be welded to the body.
- 7 Spacing between vertical components of GATE shall be set 4 inches on center.
- 8 Workmanship shall be guaranteed for eight (8) years.
- 9 Periodic maintenance of moving parts or maintenance guide to keep gate in working condition.
- 10 Final design and specifications for GATE shall be submitted to DISTRICT for approval and record.

### **SCHEDULE**

TRP will be given a Notice to Proceed by DISTRICT prior to the commencement of work. The work shall be completed within 90 calendar days after issuance of Notice to Proceed.

### **PROGRESS PAYMENT SCHEDULE**

Upon receipt of intellectual property rights for GATE, DISTRICT shall make a payment for Tasks 1a and 2a. Upon approval of GATE'S design and specifications, TRP may invoice DISTRICT for Task 1b. Upon DISTRICT acceptance of GATE fabrication, TRP may invoice DISTRICT for Task 2b. TRP may invoice DISTRICT for Task 3a once the installation of GATE'S foundation starts. Upon DISTRICT acceptance of GATE installation, TRP may invoice DISTRICT for Task 3b. A 10 percent retention shall apply to all invoices until approval of tasks and acceptance by DISTRICT. The total of all invoices submitted for services provided under this AGREEMENT shall not exceed \$24,900.00.

## ATTACHMENT B (continued)

## PROGRESS PAYMENT SCHEDULE

	<u>Payment to TRP</u>	<u>10% Retention</u>		
<b>Task 1: Design and Specifications</b>			<b>6225</b>	<b>25%</b>
Begin design and specifications	\$ 5,602.50	\$ 622.50		
Design approved	\$ 622.50	\$ (622.50)		
<i>Subtotal Task 1</i>	<i>\$ 6,225.00</i>	<i>\$ -</i>		
<b>Task 2: Gate Fabrication</b>			<b>9960</b>	<b>40%</b>
Begin gate fabrication	\$ 8,964.00	\$ 996.00		
Gate fabrication accepted	\$ 996.00	\$ (996.00)		
<i>Subtotal Task 2</i>	<i>\$ 9,960.00</i>	<i>\$ -</i>		
<b>Task 3: Gate Installation</b>			<b>8715</b>	<b>35%</b>
Begin gate installation	\$ 7,843.50	\$ 871.50		
Gate installation accepted	\$ 871.50	\$ (871.50)		
<i>Subtotal Task 3</i>	<i>\$ 8,715.00</i>	<i>\$ -</i>		
<b>Total all payments</b>	<b>\$ 24,900.00</b>	<b>\$</b>	<b>24900</b>	<b>100%</b>